



### **SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Lisa Wolcott, with reference to the following facts:

1. At all times mentioned herein, Lisa Wolcott operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 72766 Avenue 355a, Palisade, NE 69040.
2. APHIS has documented evidence of Lisa Wolcott's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Lisa Wolcott's failure to provide adequate veterinary care, provide primary housing enclosures free from rust, provide adequately-sized shelters, provide primary enclosures constructed in a manner as to prevent and protect animals from injury, and to provide adequate drainage and waste disposal as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ Chapters 2 and 3).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Lisa Wolcott have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Lisa Wolcott admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.
6. Lisa Wolcott consents and agrees to the following:



- a. Lisa Wolcott agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Lisa Wolcott signs this Settlement Agreement.
- b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Lisa Wolcott holds at the time Lisa Wolcott signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- c. Animal Care will, upon written request, grant an exemption for Lisa Wolcott to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Lisa Wolcott lives allow her to keep the animals.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Lisa Wolcott's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Lisa Wolcott's facility within twelve (12) weeks from the date Lisa Wolcott signs this Settlement Agreement to verify compliance with paragraph (a) above. Lisa Wolcott shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Lisa Wolcott shall document all sales, donations, and/or transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Lisa Wolcott signs this Settlement Agreement.
- e. Lisa Wolcott and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are disqualified for a period of two (2) years from February 22, 2013 from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the



Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 72766 Avenue 355a, Palisade, NE 69040.

7. Lisa Wolcott consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Lisa Wolcott based upon the non-compliant items documented at 72766 Avenue 355a, Palisade, NE 69040, in connection with animal welfare investigation NE120011-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Lisa Wolcott's agreements and actions described in paragraph 6 above, and the promises and admissions of Lisa Wolcott set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Lisa Wolcott in connection with the alleged AWA violations documented in animal welfare investigation NE120011-AC.

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JAW*

APHIS and Lisa Wolcott warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Lisa Wolcott

Signature: \_\_\_\_\_

Date: 5-5-2013

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: \_\_\_\_\_

Date: 5/9/2013

*for* Robert J. H. \_\_\_\_\_  
Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

